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AUTHOR Fossey, Richard
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ABSTRACT

Site-based management has become a popular school reform strategy. However, conflicts can arise when school districts with collective bargaining try to implement site-based management. Site-based management depends on collaboration and cooperation among educators, both of which conflict with collective bargaining's adversarial nature. There is little evidence that site-based management has improved divisive labor-management relationships, particularly in cities. While collective bargaining clearly delineates the responsibilities of management and labor, site-based management involves teachers in decision making. Site-based management's encouragement of diversity also contrasts with collective bargaining's emphasis on uniformity. Introducing site-based management into a collective-bargaining environment can cause several problems. The adversarial grievance process of collective bargaining hinders collegial problem-solving and shared decision-making. Too often, site-based management is implemented without working with nonteaching employee unions. Also, including teachers in staffing decisions runs counter to collective bargaining's seniority-based transfer rules. Contract renewal time also creates tension inconsistent with site-based management. In conclusion, school districts that adopt site-based management must consider the entire relationship between the district and its unions. Twenty-one endnotes are included. (JPT)

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SITE-BASED MANAGEMENT IN A COLLECTIVE BARGAINING ENVIRONMENT: CAN WE MIX OIL AND WATER?

by Richard Fossey

Louisiana State University

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SITE-BASED MANAGEMENT IN A COLLECTIVE BARGAINING ENVIRONMENT:

CAN WE MIX OIL AND WATER?

Richard Fossey
Louisiana State University

> Don't think that, by itself, [school-based management] will produce anything.
>
> Albert Shanker, president of AFT, 1988[1]

> The school-based management that has been heralded in this town is bogus.
>
> high school headmaster
> Boston Public Schools, 1991

> We shall never learn to . . respect our real calling . . ., unless we have taught ourselves to consider everything as moonshine, compared with the education of the heart.
>
> Sir Walter Scott

Introduction

Site-based management, with its promise of teacher empowerment, shared-decisionmaking, and collegial relations between teachers and administrators, has become a popular school-reform strategy.[2] Indeed, several state legislatures now require school districts to implement site-based management based on the belief that this is a promising means of improving the quality of the schools.[3]

Frequently, site-based management advocates discuss the merits of this reform strategy without reference to collective-bargaining. Yet, when site-based management and collective bargaining are examined together, it is clear that a fundamental conflict exists between the two concepts. Site-based management, with its emphasis on collaboration and cooperation among educators, is wholly inconsistent with the adversarial nature of collective bargaining that exists in many schools.

This article identifies the ways in which site-based management and collective bargaining are in conflict and examines how this conflict can hinder the effective implementation of site-based management. With forethought, some of these conflicts can be minimized or reconciled, and this article suggests some ways this can be done. Ultimately, however, the climate of antagonism that accompanies collective bargaining in many school districts, particularly urban districts, will not be changed by the mere introduction of a novel school-reform strategy.

Site-Based Management and Public-Sector Collective Bargaining: Philosophies in Conflict

In many ways, introducing site-based management in a collective bargaining environment is like trying to mix oil and water. The two concepts are fundamentally at odds. First, collective bargaining is adversarial, while site-based management nurtures collegiality. Second, collective bargaining assumes that teachers have no responsibility for determining education policy, while site-based management encourages teacher participation in educational policy

decisions. Third, collective bargaining strives for uniform working conditions for teachers, while site-based management permits diversity from school site to school site.

• *Collective bargaining is adversarial, while site-based management is collegial.*

In 1935, Congress passed the National Labor Relations Act, the nation's first modern labor law, to restrain the violent confrontations between large corporations and their industrial workers that were common during the Great Depression. Indeed, the United States Supreme Court has referred to the NLRA as a substitute for "economic warfare."[4] Since that time, industrial labor relations in the United States have been based on the premise that workers and employers are adversaries.

Collective bargaining in public education did not begin in earnest until the 1960s, but the structure of labor relations that developed in the schools is virtually identical to the industrial model laid out by the NLRA. Like its private sector counterpart, collective bargaining in the public schools is based on the premise that teachers and school boards have fundamentally different interests.

Labor relations in the schools have never fallen to the level of violent confrontation that is the heritage of industrial labor relations, but in urban districts, hostility between unionized teachers and school boards is often evident, particularly during impasses in contract negotiations. As two commentators wrote, it is the appearance of "unvarnished self-interest," often evident during

money disputes, that has made it difficult for the public to accept teaching as a "moral occupation."[5]

One of the great attractions of site-based management has been its potential for introducing collegiality and cooperation into the relationship between teachers and school boards, qualities that often seem incompatible with the collective bargaining relationship. When the Boston School Committee negotiated a site-based management provision into its collective bargaining agreement with the Boston Teachers Union, the Boston Globe hailed the new contract as the beginning of a new era in labor relations in the strife-torn Boston school system. "The new agreement," the Globe editorialized, "proves that teachers and city officials can become partners rather than adversaries in an important venture--the task of educating children."[6]

Unfortunately, the reality has been far different from the expectation. There is almost no evidence that site-based management has changed the culture of conflict that exists in most urban school districts. An independent analysis on site-based management, prepared for the Los Angeles Unified School District after the first year that the program was in place, found that the "institutional antagonism" between management and labor undermined the effectiveness of site-based management in the nation's second largest school district.[7] A study of the grievances filed by Boston teachers before and after the introduction of site-based management in the Boston schools found that the pattern of adversarial problem-solving had continued almost without change.[8]

• *Collective bargaining assumes clear distinctions between the responsibilities of management and labor. Site-based management assumes shared-decision making and teacher participation in educational policy decisions.*

In the private sector, collective bargaining assumes a clear distinction between the role of management and labor in the work place. Labor has the right to bargain with management about wages and working conditions, but the employer is not required to bargain with workers about matters that are within the "core of entrepreneurial control."[9] Those decisions are the prerogative of management. In the public sector, school districts are also required to bargain with teachers about wages and working conditions, but districts are not obliged to bargain about matters of educational policy.

In practice, of course, the difference between working conditions and education policy is often hard to discern, and the state courts have rendered many opinions trying to distinguish between the two.[10] Nevertheless, the principle has remained more or less intact that teachers' unions cannot force school committees to bargain over matters of education policy.

Site-based management runs counter to the collective bargaining model of distinct realms for management and labor. Site-based management encourages teachers to assume responsibility for designing education programs and perhaps for participating in hiring decisions and budget preparation. More importantly, site-based management generally assumes that teachers will share accountability for student performance. Indeed, site-based management tends to reverse the realms of management and labor

with regard to policy-making responsibilities, drawing policy-making authority away from the school board and the central administration office and lodging it among teachers, principals, and sometimes parents.

• *Collective bargaining strives for uniformity in the interest of fairness. Site-based management strives for diversity in the interest of creativity.*

One of the important protections collective bargaining offers workers is the assurance that workers will be treated uniformly with regard to wages and working conditions. In the public sector, teachers' unions insist on a uniform salary scale, and they have resisted merit pay plans that could allow school officials to pay individual teachers at different rates. Teachers' unions have also resisted policies that give administrators unlimited discretion to assign teachers to vacant positions. The unions prefer assignment and transfer plans to be based on objective criteria, like seniority.

In contrast, site-based management encourages diversity at the school level. Individual schools are not bound by bureaucratic policies imposed by central office administrators or by union work rules. Instead the staff at each school site are free to develop creative solutions to the educational problems they confront. This philosophy may give teachers and site administrators more control over their work lives, but it also runs the risk that teachers' working conditions may be vary from school site to school site.

Common Problems With Integrating Site-Based Management Into a Collective Bargaining Environment

Given the conflict between the philosophies of collective bargaining and site-based management, it is not surprising that problems arise when site-based management is introduced in the collective-bargaining environment that exists in most urban schools. Here are some of the problems that school districts face:

• *The adversarial grievance process counteracts efforts to engage in collegial problem-solving and shared-decisionmaking.*

School districts and teachers' unions often agree to insert site-based management provisions into the bodies of otherwise standard union contracts. These contracts almost always contain grievance procedures that authorize union members to file grievances about contract violations. Unfortunately, even after site-based management is adopted, the parties often revert to their adversarial grievance procedure to settle their disputes.

Grievances usually proceed in three steps. At the first step, a principal hears the grievance and decides whether to deny it or grant a remedy. If the grievance is denied, the union can appeal to a senior-level administrator. If the administrator denies relief, the dispute generally goes to an arbitrator, who is usually given the authority to make a binding decision. Often the arbitrator is a labor lawyer with little or no expertise in pedagogy or education policy.[11] As a result, arbitrators frequently issue binding decisions based solely on labor law principles but which have serious consequences for a school district's educational program.

For example, in 1990, after site-based management had been adopted in the Boston schools, the teachers' union and the school committee argued over whether special education teachers were required under the union contract to fill out a new form designed to document the effectiveness of special education services. An arbitrator ruled that the teachers should not have been required to use the new forms until the matter had been submitted to collective bargaining. Based on the testimony that the new forms required an extra five minutes a day to complete, or a total of two hours per teacher over the course of one school year, the arbitrator awarded every teacher who filled out the new forms to be be paid for two hours' work.[12]

It is difficult to see how site-based management is going to foster accountability and shared decision-making if teachers and administrators are unable to agree on the best way to document the effectiveness of special education services without resorting to an arbitrator. It is also difficult to see how educators will be able to teach problem-solving skills to children, if they do not have those skills themselves.[13]

In this regard, Dade County Public Schools and the United Teachers of Dade took a step in the right direction when they created a special grievance procedure for schools participating in site-based management and shared decision-making. Under that procedure, teacher grievances that are not resolved at the site level are appealed to a grievance committee made up of administrators and union representatives. If the dispute is not resolved at that level, the matter can be appealed by the union to a joint hearing body

made up of the school superintendent and the union vice president. Only after two attempts at joint problem-solving have failed does the dispute go to binding arbitration.[14]

• *Site-based management decisions conflict with the the union contracts of nonteaching employees.*

Too often, school districts institute site-based management as if the only employees' group that needs to be consulted is the teachers' union. In fact, most urban school districts have relationships with several unions, and the work rules imposed by the union contracts of nonteaching employees can be a major impediment to site-based management.

A Boston principal described a typical example of the way union work rules for nonteaching employees can hamper the goals of a school-site council:

> The major cost of our after school program was paying for custodial overtime because you can't have a building in Boston open after hours unless you pay custodians time and a half. The custodian in this building is getting paid more than the teachers who are running the program! We petitioned for a waiver-- in an SBM school you can do that. Then we were told that's part of the custodial contract. I said, "Look. I'm in the building anyway for the program. I'm here 'till five thirty. I know how to open the building, lock the building, set the alarm; I know how to turn on and off the electricity and all that--I'm the principal! I'm here so why can't I?" "No, no, that's the custodial contract; they'll grieve it if you violate the contract," etc. So we couldn't do that.[15]

A related problem arises when a school district, acting in concert with the teachers' union, implements site-based management without involving the nonunion employees whose support is

necessary for the innovation to succeed. That happened in Rochester, New York, where Rochester principals sued to enjoin the implementation of a peer-assistance review program, arguing that the procedures agreed to between the school board and the teachers' union infringed on the statutory authority of the principals.[16] That dispute was ultimately resolved, and the new program was instituted with the principals' involvement, but the principals' support had been missing at a critical time because they had not been included in the negotiations process.

Involving every collective bargaining unit in the site-based planning process will be difficult, and the larger the district, the more difficult the process will be. (New York City, the nation's largest district, has contractual relations with 39 unions.[17]) It may not be easy to persuade bus drivers, secretaries, custodians, lunch aides, and bus monitors that their work rules should be adjusted to permit a particular site council's innovation to be introduced. Nevertheless, if these unions are ignored when site-based management is introduced, then this reform effort will be relegated to the periphery of school operations or doomed to failure.

• *School sites cannot make staffing decisions because of seniority-based transfer rules contained in the collective bargaining contract.*

Educators debate whether site-based management should delegate budget-making authority to individual schools, but most would agree that site-based management cannot be successful unless the professional staff members at a school have a voice in staffing decisions. But in many districts, seniority-based transfer rules in

union contracts require districts to give vacant positions to the senior teacher who applies. In these districts, site-based planning councils have no way of building a team of educators that share a common philosophy or have the necessary mix of skills.

• SBM, even when negotiated into the union contract, does not change the adversarial nature of school culture at the site level. Tensions reemerge when it comes time to negotiate a new union contract.

School districts and teachers' unions generally agree to implement site-based management as a part of a contract settlement. Teachers usually receive significant pay raises for agreeing to participate in site-based management, raises that reflect the fact that teachers have agreed to accept more responsibility for educational programs and to be accountable for results.

Unfortunately, the implementation of site-based management and the salary increases that go with it often fail to change the climate of conflict that pervades labor relations in urban schools. This climate of conflict reappears at the next contract negotiations, when teachers may engage in job actions from "working to rule" (refusing to perform tasks not specifically required by contract) to engaging in strikes.

Newton Public Schools, for example, an affluent suburb west of Boston, is a site-based management school district.[18] That fact did not prevent teachers from working to rule during contract negotiations in 1992, a practice that prevented teachers from meeting with parents after school hours, or even, in some instances, writing letters of reference for college-bound high school students.[19]

Similarly, in Rochester, New York, another district that embraced site-based management, some teachers boycotted site-based planning meetings during difficult contract negotiations a few years ago.

• *SBM is introduced without instituting other reforms, such as improving the recruiting process.*

In the final analysis, no school-reform model will succeed unless a school district hires and retains top-quality teachers. Any plan to implement school-based management must be accompanied by professional recruiting practices.

In Who Will Teach? Policies That Matter, Richard Murnane and colleagues discussed the wide variation in the quality of school districts' recruiting practices. They found that the districts that were the most successful in recruiting top-quality teachers were the ones that were able to offer jobs to attractive candidates early in the recruiting season and to specify the school where the teacher would work and the specific grade and subjects that the new hire would teach.[20]

Who Will Teach? points out that school districts with poor recruiting practices are sometimes hampered by seniority-based transfer rules that create delays in identifying the locations where vacancies exist. As discussed above, these are the same rules that can prevent principals and teachers from selecting the teachers who will join their staffs. Although these rules were negotiated into union contracts for a good reason, to ensure all teachers fair access to the most desirable teaching jobs, where they are enforced inflexibly,

they can cause districts to lose the best job applicants to districts that can identify vacancies sooner and make faster and more specific job offers.[21]

Changes in union transfer rules cannot be unilaterally abolished by a school board. They must be changed during good-faith bargaining between the school board and the teachers' union. Probably the best time to accomplish this is during the negotiations that introduce site-based management into the union contract.

Conclusions and Recommendations

If school districts introduce school-based management in an adversarial collective bargaining environment without examining the entire relationship between the district and its unions, school-based management will achieve nothing. Thus, before adopting school-based-management, they should consider the following recommendations:

- The essential terms of school-based management must become a part of the collective bargaining agreement, and not simply a unilateral policy of the school board. To be successful, school-based management must become a binding contractual commitment between teachers and school boards.

- If state law permits, the adversarial grievance process should be amended to require teachers and administrators to share the responsibility for solving education problems and implementing solutions. Problems should not be delegated to a non-educator for a decision.

- The terms of classified employees' union contracts should be reviewed to determine whether their terms will interfere with the successful implementation of school-based management. If so, the school board must make an effort to amend these agreements through the collective bargaining process.

• Principals and site-based planning councils should have a role in hiring and transfer decisions that affect their school. This may involve changing the seniority-based transfer rules that are commonly part of union contracts.

• School-based management should be accompanied by professional recruiting efforts to insure quality personnel in the schools. Union rules that hinder the recruiting process should be changed or eliminated.

• Before agreeing to implement school-based planning, school boards should try to get a commitment from the teachers' union that teachers will not boycott site-based management activities as part of a work slowdown or work-to-rule action.

All these recommendations will help make school-based management successful in a collective-bargaining environment, but it is doubtful whether an urban school district will be able to implement them all. Classified employees may not see it in their interest to amend union work rules to aid site-based management. Custodians, for example, will not want to give up work rules that guarantee them overtime pay, even if doing so benefits a school site's educational program. Some state laws mandate grievance procedures that end in binding arbitration, prohibiting districts and unions from changing the way they resolve disputes, even if they agree to do so.

In the final analysis, school-based management will not be successful unless the culture of confrontation and hostility that exists in many school districts is changed by a genuine understanding that the learning environment requires a collegial relationship among educators Such a change will require something more than adoption of site-based management. It will require all the parties to collective bargaining to pursue their individual interests in such a way that

collegiality is not damaged or destroyed. Such a change will require "education of the heart."

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[1]Patricia Wen and Sarah Snyder, "Sweeping changes in schools urged," Boston Globe, 1 November 1988, p. 1.

[2]For the purposes of this article, site-based management refers to any school improvement plan that relies primarily on decision-making at the school level to achieve that improvement. Site-based management involves teachers in the decision-making process, usually through participation in a site council, committee, or team. In this article, site-based management and school-based management are interchangeable. For a comprehensive definition of school-base management and a thorough review of the literature on school-based management, see Betty Malen, Rodney T. Ogawa, and Jennifer Kranz, "What Do We Know About School-Based Management? A Case Study of the Literature--A Call For Research," in Choice and Control in American Education. Vol. 2: The Practice of Choice, Decentralization, and School Restructuring, ed. William H. Clune & John F. Witte. (London: Falmer Press, 1990), 289-342.

[3]See, for example, TEX. EDUC. CODE § 21931 (Vernon 1993 Supp.).

[4]Matro Plastics Corp. v. NLRB, 350 U.S. 270, 284, 76 S.Ct. 349, 358 (1956).

[5]Charles T. Kerchner and Douglas E. Mitchell, The Changing Idea of A Teacher's Union (London: Falmer Press, 1988), 240.

[6]Editorial, "Partners in Education," Boston Globe, 24 January 1990.

[7]Steve Wilson, Reinventing the Schools (Boston: Pioneer Institute, 1992), 42-43, citing Roger Rasmusson and Richard Rothstein, Shared Decision-Making--The First Year, Los Angeles Unified School District Independent Analysis Unit, 1990.

[8]Richard Fossey with the assistance of Karen Miles, "School-Based Management in the Boston Public Schools: Why Isn't It Working?" (Cambridge, Massachusetts, 1991) photocopied.

[9]Fibreboard Paper Products v. NLRB, 379 U.S.203, 223, 85 S.Ct. 398, 409 (1964) (Stewart, J., concurring).

[10]See, for example, Kenai Peninsula Borough School District v. Kenai Peninsula Education Association, 572 P.2d 416 (Alaska 1977), which concludes that a school board may not be compelled to bargain over education policy issues and includes a list of bargainable and nonbargainable topics.

[11]Michael Finch and Trevor W. Nagel, "Collective Bargaining in the Public Schools: Reassessing Labor Policy in an Era of Reform," Wisconsin Law Review (1984) : 1651.

[12]Boston Teachers Union and Boston School Committee, American Arbitration Association Case No. 1139-0518-90 (1990).

[13]For discussions about the importance of teaching critical thinking and problem-solving skills, see James E. Stice, ed., Developing Critical Thinking and Problem-Solving Abilities (San Francisco: Jossey-Bass, 1987).

[14]Contract Between the Dade County Schools and the United Teachers of Dade, 1988-1991, Article XXVIII, section H.

[15]Steve F. Wilson, Reinventing the Schools. A Radical Plan for Boston (Boston: Pioneer Institute, 1990), 54-55.

[16]Johnson, Susan Moore. "Teachers, Power, and School Change." in Choice and Control in American Education. Vol. 2: The Practice of Choice, Decentralization, and School Restructuring, ed. William H. Clune & John F. Witte. (London: Falmer Press, 1990), 365.

[17]Dale Mann, "Education in New York City: public schools for whom?" in Education and the City, ed. Gerald Grace (London: Routledge & Kegan Paul, 1984), 228.

[18]Massachusetts Department of Education, School-Based Management in Massachusetts. Perspectives From Twelve Communities (Quincy, Massachusetts: Massachusetts Department of Education, 1991), 29.

[19]"Newton teachers say no extras." Boston Globe, 3 December 1992.

[20]Richard J. Murnane, Judith D. Singer, John B. Willett, James J. Kemple, and Randall J. Olsen, Who Will Teach? Policies That Matter (Cambridge, Massachusetts: Harvard University Press, 1991), 48-58.

[21]Ibid.